

**REMARKS**

Applicants file concurrently herewith a Request for Continued Examination (RCE) in response to the Final Office Action mailed May 18, 2007 (hereinafter, "Office Action"). In the Office Action, the Examiner rejected claims 1, 7-11, 17-21, and 27-32 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,018,718 issued to Walker et al. (hereinafter, "*Walker*"); and rejected claims 5, 6, 15, 16, 25, 26, and 33-36 under 35 U.S.C. § 103(a) as being unpatentable over *Walker*.

By this response, Applicants have amended claims 1, 11, 21, and 31-36. No new matter has been added. Accordingly, claims 1, 5-11, 15-21, and 25-36 remain pending.

In light of the foregoing amendments and based on the reasoning presented below, Applicants respectfully traverse the rejection of claims under 35 U.S.C. §§ 102(b) and 103(a), and request allowance of pending claims 1, 5-11, 15-21, and 25-36.

**I. Claim Rejection Under 35 U.S.C. § 102(b)**

Applicants respectfully traverse the rejection of claims 1, 7-11, 17-21, and 27-32 under 35 U.S.C. § 102(b) as being anticipated by *Walker*.

*Walker* fails to disclose "determining an amount of reward points to provide to the financial account based on the reward incentive parameter and the received payment amount, wherein determining the amount of reward points includes reducing the determined amount of reward points based on a determination that at least one of the received payment amount is below a minimum payment amount or the received payment was received after a due date" and "adding the provided amount of reward points to a reward point balance," as recited in amended independent claim 1.

Instead, *Walker* discloses a “method ... for providing and managing a customized reward offer to a holder of a financial account ... includ[ing] the step[s] of determining a first performance target associated with the financial account ... selecting a reward offer having an associated reward description and transmitting the first performance target and the reward description to the account holder.” *Walker*, col. 3, ll. 16-25. *Walker* further teaches a “performance target and corresponding reward offered to a particular card holder account.” *Id.* at col. 5, ll. 63-64. *Walker* states “[t]he type of performance target applicable to a card holder account is generally selected from a set of target types defined by the credit card issuer” and discloses examples of performance targets, such as, target quarterly charge volume, target quarterly outstanding balance, target number of transactions per month, target monthly principle payments, target annual purchases at specific merchants, and target balance transfer amounts. *Id.* at col. 6, ll. 19-29. *Walker* further discloses a “reward terms element ... to provide rewards to a credit card account in the event the performance target has been achieved.” *Id.* at col. 6, ll. 48-52.

While the Office Action asserts that “Walker discloses ... wherein determining the amount of reward points includes reducing an amount of reward points based on a determination that at least one of the received payment amount or the received payment was received after a payment due date,” this is incorrect. Office Action, p. 3. Rather, *Walker* teaches “[i]f the card holder performance value is less than or equal to the 90% of the first 416, CCI 200 determines the second target parameter ... and sets the second reward terms equal to the first reward terms....” *Id.* at col. 11, ll. 6-10.

Walker states, “[t]his is intended to **reduce the target** to enable to cardholder to achieve it.” *Id.* at col. 11, ll. 11-12 (emphasis added).

Moreover, the Office Action states that “[s]hould the consumer not achieve the performance value [e.g., a payment amount] Walker teaches that the reward amount can be reduced if a lower target such as 90% of the performance value is achieved.” Office Action, p. 17. However, this appears to be a misstatement of the teachings of *Walker*. That is, referring to Figure 6, *Walker* states that “[i]f the card holder has failed to achieve the performance targets determined at step 612, no rewards are awarded, as shown by step 628.” *Walker*, col. 10, ll. 7-9 (emphasis added). Referring to Figure 7, *Walker* states “[i]f the card hold performance had failed to meet the performance target, the card holder would not be eligible for a reward, as shown at step 712.” *Id.* at col. 10, ll. 28-30 (emphasis added). Thus, *Walker* does not teach “determining an amount of reward points to provide to the financial account based on the reward incentive parameter and the received payment amount, wherein determining the amount of reward points includes reducing the determined amount of reward points based on a determination that at least one of the received payment amount is below a minimum payment amount or the received payment was received after a due date” and “adding the provided amount of reward points to a reward point balance,” as recited in Applicants’ independent claim 1. Rather, *Walker* teaches that a reward is not awarded.

For at least the above-outlined reasons, *Walker* fails to disclose all of the subject matter recited in Applicants’ amended independent claim 1. Therefore, Applicants respectfully request reconsideration and withdrawal of the rejection under 35 U.S.C.

§ 102(b), and allowance of independent claim 1, as well as claims 7-10, which depend from independent claim 1.

Amended independent claims 11, 21, and 31, although of differing scope, recite elements similar to that of independent claim 1, and are therefore allowable for at least the same reasons. Therefore, Applicants respectfully request reconsideration and withdrawal of the rejection under 35 U.S.C. § 102(b), and requests allowance of independent claims 11, 21, and 31, as well as their respective dependent claims 17-20, and 32.

## **II. Claim Rejection Under 35 U.S.C. § 103(a)**

Applicants respectfully traverse the rejection of claims 5, 6, 15, 16, 25, 26, and 33-36 under 35 U.S.C. § 103(a) as unpatentable over *Walker* because the Examiner has not established a *prima facie* case of obviousness as required under 35 U.S.C. § 103(a). To establish a *prima facie* case of obviousness, the prior art reference (or references when combined) must teach or suggest all the claim limitations. See *M.P.E.P.* § 2142, 8th Ed., Rev. 5 (August 2006). Moreover, "in formulating a rejection under 35 U.S.C. § 103(a) based upon a combination of prior art elements, it remains necessary to identify the reason why a person of ordinary skill in the art would have combined the prior art elements in the manner claimed." USPTO Memorandum from Margaret A. Focarino, Deputy Commissioner for Patent Operations, May 3, 2007, p. 2. A *prima facie* case of obviousness has not been established because, among other things, none of the cited art nor any obvious variant thereof, taken alone or in any reasonable combination, teaches or suggests each and every recitation of claims 5, 6, 15, 16, 25, 26, and 33-36.

Claims 5, 6, depend from claim 1. Claims 15 and 16 depend from claim 11. Claims 25 and 26 depend from claim 21. claims 33-36 depend from claim 31. As explained, *Walker* does not teach “determining an amount of reward points to provide to the financial account based on the reward incentive parameter and the received payment amount, wherein determining the amount of reward points includes reducing the determined amount of reward points based on a determination that at least one of the received payment amount is below a minimum payment amount or the received payment was received after a due date” and “adding the provided amount of reward points to a reward point balance,” as recited in Applicants’ independent claim 1 and similar recited in claims 11, 21, and 31. Indeed, while the Office Action asserts that “Walker discloses ... wherein determining an amount of reward points includes reducing the amount of reward points based on a determination that the customer came close to achieving their designated performance value,” (Office Action, p. 3), as discussed above, *Walker* teaches that **a reward is not awarded**.

Thus, neither *Walker*, nor any obvious variant thereof, overcomes the deficiencies set forth above and the failure of *Walker* to teach or suggest “determining an amount of reward points to provide to the financial account based on the reward incentive parameter and the received payment amount, wherein determining the amount of reward points includes reducing the determined amount of reward points based on a determination that at least one of the received payment amount is below a minimum payment amount or the received payment was received after a due date” and “adding the provided amount of reward points to a reward point balance,” as variously recited in Applicants’ amended independent claims.

For at least the above-outlined reasons, neither *Walker*, nor any obvious variant thereof, teaches or suggests all the elements of claims 5, 6, 15, 16, 25, 26, and 33-36 depend. Therefore, Applicants respectfully request reconsideration and withdrawal of the rejection under 35 U.S.C. § 103(a), and allowance of claims 5, 6, 15, 16, 25, 26, and 33-36.

### III. Conclusion

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims.

The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

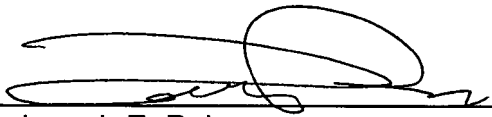
Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 06-0916.

Respectfully submitted,

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Dated: August 20, 2007

By: \_\_\_\_\_

  
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